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The New Bankruptcy Rules.

THE NEW Bankruptcy Rules, of which a draft was published three months ago (54 SOLICITORS' JOURNAL, 815) have now been issued in their final form, and will be found printed elsewhere. Their effect is to alter the procedure on retaxation of costs in bankruptcy in cases where the assets have proved to be greater or less than the amount originally certified by the official receiver or trustee. In future the certificate will be amended, and the taxing officer will amend his allocatur in accordance with the amended certificate, and further payment will be made to the solicitor, or the excess already received by him will be refunded, according to the result. The final rules are the same as the draft rules save as to a slight change in the mode of calculating the fee payable on the amended allocatur where the amount allowed is increased. Where the amount is diminished no fee will be payable. Under the new rules the bankruptcy books will be open to public search on payment of the prescribed fee; but the applicant must satisfy the registrar as to the object of the search, and there will be an appeal from the registrar to the judge.

The New Chief Justice of the United States.

THE SELECTION of Mr. E. D. WHITE, Associate Justice of the Supreme Court of the United States, to fill the vacancy in the office of Chief Justice of that Court has been the subject of much discussion among lawyers and politicians in Washington. It had been assumed in many newspaper articles that Mr. HUGHES, formerly Governor of the State of New York, and quite recently appointed associate justice, would have been preferred, on the theory that President TAFT would naturally select a member of his own political party for the highest office in his gift. The learning and ability of the new Chief Justice are, however, beyond dispute, and it is generally recognized that his appointment is founded on the basis of merit. Mr. WHITE was appointed associate justice by President CLEVELAND in 1894. He is sixty-five years of age; a greater age than that of anyone who has ever been appointed Chief Justice; Chief Justice JAY being forty-four; Chief Justice RUTLEDGE, fifty-six; Chief Justice ELLSWORTH, fifty; Chief Justice MARSHALL, forty-six; Chief Justice TANEY, fifty-nine; Chief Justice CHASE, fifty-six; Chief Justice WAITE, fifty-eight; and Chief Justice FULLER, fifty-five years old.

Level Crossings.

IN CONNECTION with the recent fatal accident to children at a level crossing at Bolsover in Derbyshire, a correspondent of the *Times* calls attention to the statutory duty imposed on railways in respect of level crossings—a duty which was enforced some years ago in *Attorney-General* v. *London and North-Western Railway Co.* (1899, 1 Q. B. 72; 1900, 1 Q. B. 78). Section 48 of the Railways Clauses Consolidation Act, 1845, provides that trains shall not cross any turnpike road on a level adjoining any station at a greater speed than four miles an hour. This is an absolute statutory prohibition, and railway companies are bound to obey it, although in the particular case it is not shewn that a greater speed has caused any damage. "It is not necessary," said JESSEL, M.R., in *Attorney-General* v. *Cockermouth Local Board* (L. R. 18 Eq., p. 178), with reference to a statutory prohibition against fouling water, "for the Attorney-General to shew any injury at all. The Legislature is of opinion that certain acts will produce injury, and that is enough." Similarly it was held by FRY, J., in *Attorney-General* v. *Shrewsbury* (*Kingsland*) *Bridge Co.* (21 Ch. D. 752) that where an illegal act is being committed which tends in its nature to injure the public, it is not necessary, in order to obtain an injunction, to produce evidence of actual injury. In *Attorney-General* v. *London and North-Western Railway Co.* the defendant company's railway crossed the Watling Street on the level near Atherstone station, and they had been in the habit of running their trains over the crossing at a speed greatly exceeding four miles an hour. They alleged that it was in the public interest for them to disregard the statutory restriction, but this argument was rejected both by BRUCE, J., and the Court of Appeal. The Legislature had forbidden the greater speed, and that was sufficient. We are not sure whether the present accident was at a place adjoining a station, and accidents of this nature are, we believe, more common in the United States than here, since in America railways make a greater use of the high roads, and the real danger to children and other persons is at the present time rather from automobile traffic on high roads than from railway traffic. The four miles an hour limit for trains compares very favourably with the practically unchecked speed of motor-cars; and if the Legislature ever has time to devote to the subject it will be essential to consider the safe use of highways generally.

Investigation of Lessor's Title.

THE RECENT case of *Milch* v. *Coburn* (*Times*, 24th inst.) strikingly confirms the precept on which we recently insisted, that no lease which involves substantial outlay on the part of the lessee should be taken without investigation of the freehold title. In that case the plaintiff had entered into an agreement, which was equivalent to a lease, for taking a house at Hampstead for three years at a rent of £165. The premises were leasehold, and it was understood throughout the negotiations between the defendant (the under-lessor) and the plaintiff that the house was to be carried on as a boarding house. The head lease required that it should be used only as a private dwelling-house, but the consent of the freeholder was obtained to its use for the required purpose. The defendant, however, was not aware that the conveyance of the freehold was subject to a covenant that no house erected on the land should be used for the purpose of any trade or business, and after the plaintiff had entered, and had expended upwards of £100 on the premises, she was compelled in consequence of this covenant to desist from carrying on the business of a boarding house. Under these circumstances the defendant was willing to rescind the agreement, but he declined to pay damages as demanded by the plaintiff. Strictly, it seems that the plaintiff was entitled neither to rescission nor to damages. Her case depended on misrepresentation, the alleged misrepresentation being that all necessary consents for the specified user of the premises had been obtained. But this could not be put higher than an innocent misrepresentation, and though such a misrepresentation is a ground for avoiding a contract or a gift, it is not a ground for avoiding a conveyance for value or for giving damages. Here the executed agreement for a lease was equivalent to a conveyance for value. Moreover, JOYCE, J., found as a fact that no representation as alleged had been made, but only that the freeholder's consent had been obtained. The plaintiff consequently was not entitled to damages, and had to be content with the rescission of the agreement offered by the defendant. In practice no doubt leases involving expenditure are often taken without investigation of the freehold title, but this is opposed to safe conveyancing, and the omission, unless justified by the special circumstances of the case, may have results similar to those in the present instance.

The Meaning of an "Offer."

UNDER SECTION 34 of the Lands Clauses Act of 1845, when the owner of premises finds his estate injuriously affected by the taking of lands, he can give notice to the undertaker that he claims "compensation" for the "injurious affection" of his property. If his claim is not met, he can obtain, at his option, either an arbitration to decide the amount or the decision of a jury. In either case the undertakers are entitled to make him an "offer" of compensation before the proceedings commence. If the amount finally recovered is no greater than the amount so offered, then, under section 51, the claimant must pay half the costs of the arbitration or trial, as the case may be. In the recent case of *Fisher* v. *Great Western Railway Co.*, before the Court of Appeal (*Times*, November 18th), a question arose which Sir ALFRED CRIPPS, K.C., informed the Court of Appeal was causing railway companies much perplexity. The claimant had been deprived of a footpath; the railway company informed him that they were about to get a road made which would fully compensate him for the benefits of which he had been deprived, and they offered him £50 in settlement of his claim "on the understanding that such road will be made." This offer was refused; arbitrators and an umpire were appointed; the road was completed before the umpire tried the dispute; he took the benefit accruing from the road into consideration and awarded the claimant only £50. The question as to the incidence of costs depended, therefore, on whether or not the original offer by the railway company was a good "offer" within the meaning of the statute. Mr. Justice PHILLIMORE held that it was not, and the Court of Appeal affirmed his view. Both courts were of opinion that the "offer," to be good, must be an "unembarrassing" offer of a "sum certain of money." The present offer might either be an offer of a road plus £50, or an offer of £50 upon the contingency of the road being made. The first interpretation construes the offer as not the offer of a sum of money. The second alternative construes it as being the offer of an uncertain sum—*i.e.*, a sum the amount of which depended on the contingency of the road being made. The fact that two interpretations are possible prevents it from being an "unembarrassing offer." Such was the reasoning on which the court based its decision, and we venture to think that it accords with the common sense of the average man. When a statutory undertaker gets compulsory powers to commit what would otherwise be torts, any difficulty that arises in estimating exactly the amount of the damage he has done should be solved at the expense of the undertaker, and not at that of his statutory victim.

Vehicle Used Solely for the Conveyance of Goods in the Course of Trade or Husbandry.

THE CASE of *Strutt* v. *Clift*, recently decided by a Divisional Court, appears to us to be rather a rigid application of the Acts relating to carriage licences. By section 27 of the Customs and Inland Revenue Act, 1869, "every person who shall keep any carriage . . . without having a proper licence under the Act is liable to a penalty." By section 4, sub-section 3, of the Customs and Inland Revenue Act, 1888, "carriage" shall not include a waggon, cart or other such vehicle which is constructed or adapted for use, and is used, solely for the conveyance of any goods or burden in the course of trade or husbandry. The appellants were the owners of a dairy farm which was worked by a bailiff, who resided upon the farm and was under the orders and supervision of a steward of the appellants, residing at some distance from the farm. The appellants had at the farm a milk van specially constructed for the conveyance of their milk churns from the farm to the railway station. For this van they had no carriage

licence. On one occasion the bailiff, without the knowledge or authority of the appellants, used the van for the purpose of driving to a town some miles distant and bringing back his wife and some friends who had been to a place of amusement there. Upon a charge of keeping the van without a licence, the justices convicted the appellants, and the Divisional Court (with some doubt on the part of PICKFORD, J.) affirmed the conviction, holding that the appellants, having placed the bailiff in charge of the farm generally, were responsible for his act in using the van for the purpose for which it was used, and had consequently failed to bring themselves within the exemption in the statute. The material question, as it seems to us, is, did the appellants "keep" a carriage of a description other than that specified in the section? So far as they were personally concerned, they certainly did not. The carriage was constructed for the conveyance of goods in the course of their trade, and there was no evidence that it had ever been used for any other purpose by the authority of them or their steward. Was the use of a carriage on a single occasion without their authority a "keeping" of a carriage in contravention of the statute? Could it be said, if the van had been driven on a sudden emergency to fetch medical assistance, or to aid the sufferers by a conflagration, that the owners were liable to the statutory penalties? It may be that a single instance of an appropriation of the van to other than trade purposes would be sufficient, if unexplained, to warrant the inference that the owners were keeping it for a double purpose and in contravention of the Act. But the facts in the case under consideration were different. There was no evidence of any intention to escape the incidence of taxation, and the decision appears to us to carry the provisions of the enactment further than is just and reasonable.

English Courts and Oversea Mortgages.

IN OUR issue of June 11th last (vol. 54, p. 575), under the heading of "Charitable Bequests of Mortgage on Land," we made some observations on the case of *Re Hoyles*, then recently decided by SWINFEN EADY, J., where it was held that a bequest by an English testator of a mortgage secured on land out of the jurisdiction of the English courts is to be governed by the *lex situs* of the land. The case is now reported in 1910, 2 Ch. 333, and has just been affirmed by the Court of Appeal (*Times*, December 8th). The Master of the Rolls bases his decision on the view that a mortgage over land is an "immoveable"—though he also took care to point out that "moveable" and "immoveable" are not technical terms in English law—and so is to be governed by the *lex loci*. A mortgage over land being, both by the law of England and of Ontario, an immoveable, and immoveable property not being allowed—in either jurisdiction as the law stood in 1888—to be bequeathed to charity, the bequest of an Ontario mortgage by the testator, who was domiciled in England, was held void. The Master of the Rolls laid it down generally that "a mortgage debt secured by land is to be regarded, not as a moveable, but as an immoveable, and so is "governed by the *lex rei sitæ*." It is interesting to compare *Re Hoyles*, in the light of this general statement of the law, with another case on mortgages of oversea land by persons of English domicil. *British South Africa Co.* v. *De Beers Consolidated Mines* (1910, 2 Ch. 502) was also decided by SWINFEN EADY, J., and his decision was also affirmed by the Court of Appeal. The question there was whether the English doctrine which forbids the clogging of the equity of redemption was to be held applicable to the case of a security over land in South Africa, where Roman-Dutch law prevails. It was held that English law must govern the transaction, and not the *lex situs* of the land. The argument in favour of the view that the *lex loci* should prevail is thus stated (p. 507 of the report): "With regard to land and immoveables, the *lex rei sitæ* prevails in regard to all rights, interests, and titles in and to such property." Now, according to the general statement in *Re Hoyles* above quoted, a mortgage over land is an immoveable, and so is to be governed by the *lex loci*. The apparent contradiction is, of course, to be explained by remembering that no general statement can be taken in its literal sense, and that the distinction between *Re Hoyles* and the *British South Africa* case is that in the latter there was involved the interpretation of a contract between two parties, whilst in the former the only question was as to a bequest by a testator. It was held, in the case of the contract, that the intention of the parties was that the transaction between them should be governed by English law and not by the *lex rei sitæ*.

The Legal Business of the Government of the United States.

THE ANNUAL report of Mr. WICKERSHAM, Attorney-General of the United States, explains that "trusts" so called, frauds relating to land and the customs, frauds on the internal revenue, rebates, bucket shops, and fraudulent uses of the mails or post office have made 1910 the most strenuous year in the history of the department of justice. Mr. WICKERSHAM pays a well-deserved compliment to the earnest and enthusiastic work of his staff. The salaries paid them are, he says, small, and the funds available for the purposes of the office do not permit the payment of fees which bear any comparison with those offered by private individuals. But in spite of these obstacles, the department is fortunate in having been able to secure the services of earnest and competent lawyers, to whose ability and industry is due the large increase in the success which has attended the management of the legal business of the government. Prosecutions for violation of the Anti-Trust Act were prominent in the work of the year. Actions are pending against a number of trusts in different commodities, and fines and imprisonment have been imposed in several cases. The most extensive of the frauds against the government are those by means of the undervaluation of imports, causing heavy losses to the Treasury. Proceedings have been taken for the recovery of 700,000 dollars as the loss of revenue which the Customs have sustained in relation to the importation of cheese and pigs from the ports of the Mediterranean. More than thirty indictments have been preferred against persons charged with smuggling on what are called "sleepertrunks." The Attorney-General recommends that a general immunity clause such as that in the inter-state commerce laws should be enacted, and should apply to criminal prosecutions generally, but with the qualification that such a clause should only protect a witness from the consequences of the evidence which he is allowed to give. Twenty-five indictments charging rebates and other illegal discriminations have been preferred against railroads and private corporations. With regard to frauds in respect of land, thirty-eight civil suits and twenty-eight criminal prosecutions have been instituted, and more than 400,000 acres of land which had been illegally enclosed have been restored to the government. This mass of business must far surpass that which is initiated by his Majesty's Crown officers in this country, but it must be remembered that in America the Attorney-General is practically the head of an administrative department dependent on, and answerable to, the President.

The Interrogation of the Prisoner in French Criminal Procedure.

AT A recent trial for murder before the Assize Court for Nice, the advocate for the prisoner reminded the president that there was no reference in the Code d'Instruction Criminelle to the interrogation of the person accused; that the legality of the interrogation was therefore doubtful, and that at the most it could only be supported as being within the discretionary powers of the presiding judge. Assuming that the judge had such a discretionary power, he asked him to decline to exercise it in the case before the court. The president rejected the application, saying that the interrogation was part of the established practice of the court, and that it was, in his opinion, as much for the benefit of the person accused as for that of the case for the prosecution. The president would hardly be induced to change his opinion by the reasoning of English jurists, and particularly by that of Sir JAMES STEPHEN, who, in his History of the Criminal Law of England, observes that under the French system the accused is cross-examined with the utmost severity and with continual rebukes, sarcasms and exhortations which no counsel in an English court would be permitted by any judge who knew and did his duty to address to any witness. Sir JAMES STEPHEN goes on to say that the interrogation appears

to him to be the weakest and most objectionable part of the whole system of French criminal procedure, except parts of the law as to the functions of the jury. But whatever may have been the practice at the date of the above-mentioned treatise, it has of late years been considerably modified, and from a perusal of the reports of recent trials it is not easy to gather much which presses unfairly upon the prisoner, who in the case tried at Nice deliberately refused to answer the questions put to him, saying, "You must first call your witnesses."

Practising English Lawyers in Parliament.

WE ARE reminded that in the list we gave last week the names of Mr. ELLIS DAVIES, of the firm of Ellis Davies, Jones, & Jones, of Carnarvon, Solicitors, and Mr. HERBERT LEWIS, the Under-Secretary to the Local Government Board, are not included among the solicitor M.P.s; and further that the names of Mr. ELLIS J. GRIFFITH, K.C., and Mr. W. LLEWELLYN WILLIAMS are not given among the practising barristers elected to Parliament. We regret the omissions, but must plead in extenuation that the lists were three times over independently checked, and that it is not an easy matter to secure accuracy and completeness in a list extracted from returns dropping in day by day, and requiring constant comparison with the *Law List*. According to our list, amended as above stated, there are sixty-one practising barristers and twenty-five practising solicitors in the new House of Commons. At the general election at the commencement of the present year, there were, according to our lists, sixty-four barristers and only fifteen solicitors.

The Doctrine of Undue Influence.

THERE is one corner in the field of the law of undue influence that has only been properly surveyed and cleared within the last ten years. At the time of *Barron* v. *Willis* (1899, 2 Ch. 578) being decided by COZENS-HARDY, J. (as he then was), it cannot be said to have been settled whether the doctrine of *Huguenin* v. *Baseley* (14 Ves. 273) did or did not apply to the relation of husband and wife. In that case the present Master of the Rolls said (p. 585 of the report): "It is also settled by authority which binds me, although text-writers seem to have adopted the opposite view, that the relation of husband and wife is not one of those to which the doctrine of *Huguenin* v. *Baseley* applies. In other words, there is no presumption that a voluntary deed executed by a wife in favour of her husband, and prepared by the husband's solicitor, is invalid." The actual decision in this case was reversed by the Court of Appeal (1900, 2 Ch. 121) on a question of fact, and the case subsequently went to the House of Lords (1902, A. C. 271), but neither in the Court of Appeal nor in the House of Lords was any reference made to the general proposition laid down as above quoted. The fact that the decision in the High Court was reversed seems for some time to have obscured the value of the observations made by COZENS-HARDY, J. In *Turnbull* v. *Duval* (1902, A. C. 429, 434) the Judicial Committee of the Privy Council treated the possibility of impeaching a transaction between husband and wife solely on the ground that the wife had had no independent advice as an open question. That was in 1902, and there the matter remained until further judicial opinions were expressed in 1909.

The "authority" on which COZENS-HARDY, J., based his statement of the law in *Barron* v. *Willis* (*supra*) is *Nedby* v. *Nedby* (1852, 5 De G. & Sm. 377), to be referred to presently. The "text-books" which took the opposite view—that *Huguenin* v. *Baseley* did cover the case of husband and wife—include White and Tudor's Leading Cases and Kerr on Fraud: see p. 172 of the latter book, third (1902) ed. The principal judicial authority for including husband and wife in the doctrine of *Huguenin* v. *Baseley* is a passage in the judgment of Lord PENZANCE in *Parfitt* v. *Lawless* (1872, L. R. 2 P. & M., at p. 468): In equity persons standing in certain relations to one another—such as "parent and child, *man and wife*, doctor and patient, attorney and client, confessor and penitent, guardian and ward—are subject to certain presumptions when transactions between them are brought in question."

In the interval between 1902 and 1909 the question of the effect of a wife having had no independent advice was reviewed in the Canadian courts—that is, in Ontario, where English law prevails. The case of *Cox* v. *Adams* came on appeal before the Supreme Court of Canada in 1904 (35 Can. S. C. R. 393), and *Barron* v. *Willis* (as decided in 1899) and *Turnbull* v. *Duval* were cited and discussed. Eventually it was held that the rule in *Huguenin* v. *Baseley* did apply to husband and wife. GIROUARD, J., referred to the fact (adverted to above) that *Barron* v. *Willis* had been reversed on appeal, and said: "I confess that the view advocated by the text-writers commends itself to my judgment and knowledge of human nature."

In the year 1909 the point came up again in England in two cases, the dates of which are material: *Bank of Africa* v. *Cohen* (1909, 2 Ch. 129) was decided by EVE, J., on the 4th of February, 1909, his decision being affirmed by the Court of Appeal on the following 28th of May. In the course of his judgment EVE, J., said (p. 135): "If I were here construing this contract according to the law of England [and not South Africa] . . . I should not be prepared to hold that the mere fact that the transaction resulted in a benefit to her husband, and that she had no advice independent of her husband, operated to raise a presumption that the contract was void. It seems to me that the mere relationship of husband and wife does not raise, according to the present condition of the authorities, any such presumption. Upon that matter I accept the law as laid down by COZENS-HARDY, J. (as he then was), in *Barron* v. *Willis*, because I do not find that the explicit statement of the law by him in that case on this point was in any way dissented from either by the Court of Appeal or by the House of Lords, to which the case afterwards went." The second of the two English cases of 1909 will be referred to presently.

On the 5th of April, 1909, after the decision of EVE, J., and before the decision of the Court of Appeal in *Bank of Africa* v. *Cohen*, judgment was delivered by the Supreme Court of Canada in *Stuart* v. *Bank of Montreal* (41 Can. S. C. R. 516), a case in which the same question was raised as in the previous Canadian case of *Cox* v. *Adams* (*supra*)—*i.e.*, whether a transaction could be set aside solely on the ground that the wife in conferring a benefit on her husband had had no independent advice. The judgment of EVE, J., in *Bank of Africa* v. *Cohen* had already reached Canada, and was cited, and the judgment of COZENS-HARDY, J., in *Barron* v. *Willis* was also cited. The Supreme Court of Canada (conceiving, perhaps incorrectly, that they were bound by their own prior decision in *Cox* v. *Adams*, and that the point was actually decided in the former case) held, by four judges to one, that a married woman was entitled to set aside a transaction for the benefit of her husband solely on the ground that she had had no independent advice, and that *Huguenin* v. *Baseley* did cover the case of husband and wife. The judgments in favour of this view indicated that, but for the fact of the prior Canadian decision being thought to be binding, and the recent English cases to the contrary representing only the views of judges of first instance, the Supreme Court of Canada might have come to a different conclusion. It is noteworthy that the dissenting judge (IDINGTON, J.) gave his reasons at considerable length for not holding the court bound by *Cox* v. *Adams*, and for holding that *Huguenin* v. *Baseley* did not apply to husband and wife; in particular, he thought any such application quite inconsistent with the existing legislation on the subject of married women's property. On appeal to the Privy Council, the decision of the Supreme Court of Canada in *Stuart* v. *Bank of Montreal* has quite recently been affirmed, though on totally different grounds. This appeal will again be referred to presently.

The second of the two English cases of 1909 referred to above is *Howes* v. *Bishop* (1909, 2 K. B. 390), which was decided by the Court of Appeal on the 4th of May, that is, a month after the date of the Canadian case of *Stuart* v. *Bank of Montreal*. In *Howes* v. *Bishop* the wife had signed a promissory note for her husband's benefit and at his request, without independent advice, but also without any pressure or misrepresentation taking place. Notwithstanding the absence of independent advice, the Court of Appeal held the wife liable, and approved of the statement of the law made by COZENS-HARDY, J., in *Barron* v. *Willis*

(*supra*). The Lord Chief Justice expressly pointed out that the passage in *Parfitt* v. *Lawless* above quoted was, as regards the reference to husband and wife, a mere *dictum*. FARWELL, L.J., said, in the course of the argument: "I do not see how, at any rate since the Married Women's Property Act, 1882, the rule in *Huguenin* v. *Baseley* can be said to cover the relation of husband and wife." This observation sums up a large part of the dissenting judgment in the Canadian case of *Stuart* v. *Bank of Montreal* already referred to. In the course of his judgment FARWELL, L.J., expressly laid it down that the relation of husband and wife does not come within the rule in *Huguenin* v. *Baseley*, and that the correct view had been taken by COZENS-HARDY, J., in *Barron* v. *Willis*. The case of *Howes* v. *Bishop* may then be said to have exploded the doctrine which includes husband and wife among the confidential relations covered by the rule in *Huguenin* v. *Baseley*. One, at any rate, of the "text-writers" has already retired from the position taken up prior to *Howes* v. *Bishop*, and at p. 190 of Kerr on Fraud (4th ed., 1910) the law is now stated as laid down in *Barron* v. *Willis*, *Bank of Africa* v. *Cohen*, and *Howes* v. *Bishop*.

There is little doubt that the Supreme Court of Canada would have followed *Howes* v. *Bishop* had the case been decided at the time when *Stuart* v. *Bank of Montreal* was decided. But any difficulty on this point, and any chance of the English and Canadian decisions clashing, has been removed by the result of the appeal to the Privy Council in *Bank of Montreal* v. *Stuart*, judgment in which was only delivered on the 2nd of December (*Times*, 3rd December).

The actual decision of the Canadian court has been affirmed by the Judicial Committee, but upon a view of the facts altogether different from that taken in the courts below. As the statement of the law in *Barron* v. *Willis* was impliedly affirmed upon a reversal of the decision on the facts, so the statement of the law in *Stuart* v. *Bank of Montreal* has been reversed upon the decision being affirmed on the facts of the case. The action was brought by a married woman to set aside transactions with her husband. She had no independent advice, but the Canadian courts held that she acted of her own free will and without pressure. The ground on which she finally succeeded in Canada was solely that she had had no independent advice, and that she was entitled to the protection of the rule in *Huguenin* v. *Baseley*. The ground on which she succeeded, as respondent in the appeal of *Bank of Montreal* v. *Stuart*, before the Privy Council, was that unfair advantage had been taken of her confidence in her husband, and that she had sufficiently proved (as it was held she was bound to do) undue influence on her husband's part. In the course of the judgment delivered by Lord MACNAGHTEN, the doctrine laid down by the Canadian courts as to the presumption in favour of a wife merely because she has had no independent advice was expressly repudiated; and the law as laid down in *Nedby* v. *Nedby* (*supra*) was accepted as correct. *Nedby* v. *Nedby* was the case relied on by COZENS-HARDY, J., in *Barron* v. *Willis* for the propositions there laid down by him and since affirmed as already stated. Apart altogether, therefore, from the authority of *Howes* v. *Bishop* in the Court of Appeal, the rule as laid down in *Barron* v. *Willis*—to the effect that the relation of husband and wife is not one of those to which *Huguenin* v. *Baseley* applies—has now been approved of by the Judicial Committee. It is, therefore, now most improbable that any more will be heard of a married woman's right to set aside a transaction with her husband solely on the ground of want of independent advice.

Reviews.

Charter-parties and Bills of Lading.

THE CONTRACT OF AFFREIGHTMENT AS EXPRESSED IN CHARTER-PARTIES AND BILLS OF LADING. By Sir THOMAS EDWARD SCRUTTON, one of the Judges of the King's Bench Division. SIXTH EDITION. By Sir T. E. SCRUTTON and F. D. MACKINNON, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

A text-book such as Mr. Justice Scrutton's well-known work on Charter-parties, which is written in the form of a code, possesses obvious advantages both for author and reader. It compels the author at the commencement of each division of his subject to state with such precision as is possible what is the actual rule of law, and when the book adopts the usual plan of accompanying such statements with illustrative and explanatory comments, it enables the reader to trace the rule to its source, and to adopt it with such modifications as the case immediately before him suggests. In the present work the law of charter-parties and bills of lading is presented in some 160 articles, but the changing conditions of maritime commerce and the continual flow of litigation have necessitated frequent revision. In regard, for instance, to the extent to which a mortgagee is bound by charters entered into by a mortgagor in possession there have been important decisions of recent years, and it appears now to be settled that the mortgagee is only bound when the charter does not impair his security: *Law Guarantee Society* v. *Russian Bank* (1905, 1 K. B. 815). A very useful portion of the book deals with the effect of indorsement of a bill of lading, and in particular with the effect of indorsement and delivery on the unpaid vendor's right of stoppage *in transitu*. An indorsement which absolutely passes the property in the goods defeats the right of stoppage entirely; an indorsement by way of mortgage restricts the vendor to such property as remains in the mortgagor, namely, his equity of redemption. These questions depend largely on the Sale of Goods Act, 1893, and the Factors Acts, and the learned author appends to this section a useful note as to the rights of holders of delivery orders and dock warrants both under and apart from the statutes. The work is a clearly written and, perhaps we may add, authoritative exponent of matters relating to the carriage of goods by sea.

Correspondence.

What is a Voluntary Settlement within Section 74 of the Finance Act, 1910?

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Can any of your readers give us assistance as to the stamp duty payable under the following circumstances:—Two owners have agreed to pool their property and share the income equally; the survivor to have a life interest in the whole unless the deceased leaves children, in which case the children are to take their parent's share of the income until the decease of the survivor. The capital is then to be in trust for each of the original settlors, their heirs, executors, administrators and assigns. We have been referred to *Lester* v. *Garland* (Montagu's Reports in Bankruptcy, 471) and *Parker* v. *Carter* (4 Hare, at p. 409). The Inland Revenue Office insist on treating the deed as a voluntary settlement and claim duty under section 74 of the Finance (1909–10) Act, 1910.

It seems to us that a 10s. stamp is sufficient, but we should be glad to have the experience of other solicitors.

Dec. 28. OLD SUBSCRIBERS.

[The above letter reaches us too late for comment this week.—ED. *S.J.*]

The Reversion Duty.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—With all deference to the views expressed in the interesting notes on reversion duty in your issues of December 17th and 24th, I cannot agree that the lessee who purchases the reversion is not, of course only for the purposes of section 13 of the Finance (1909-10) Act, 1910, "the lessor," *i.e.* the person entitled to the reversion, at the moment the lease determines, and in *that* sense "the reversioner."

The lessee who purchases undoubtedly becomes entitled to the estate of his vendor, the lessor, and not the less because he, the lessee, is also the owner of an interest in the property which merges on the acquisition of the estate purchased, the reversion. It is the lease which merges in the reversion, *not* the reversion in the lease.

I submit that "the reversioner" for the purposes of the section means "the owner at the time of the determination of the lease of the estate expectant on the lease." This estate, whether one does or does not call it "the reversion," is certainly not "destroyed" by being conveyed to the lessee.

As has constantly been pointed out, it is impossible, in dealing with fiscal Acts of Parliament, to employ, with precision, the technical jargon of conveyancers, or to apply to cases arising under such Acts the niceties of the law of real property, and I venture to think that some confusion of ideas has been imported into the discussion by the use of the term "the reversioner."

Dec. 26. A PUZZLED CONVEYANCER.

New Orders, &c.

The Bankruptcy Acts, 1883 and 1890.

GENERAL RULES MADE PURSUANT TO SECTION 127 OF THE BANKRUPTCY ACT, 1883.

1. *Retaxation of costs where assets realized more or less than certified amounts.*—Where, in any case, whether summary or not, the Official Receiver or trustee has certified the amount of the assets of a debtor and, after taxation of any costs on the footing of such certificate, the assets are ascertained to be either more or less than the amount at which they have been certified, the Official Receiver or trustee (as the case may be) shall amend his certificate and the taxing officer shall amend his allocatur in accordance with such amended certificate. Where the amount allowed by such amended allocatur is in excess of the sum previously allowed, such excess shall on demand in writing be paid by the trustee out of any available assets in his hands at or after the date of the amended allocatur; and where the amount allowed by such amended allocatur is less than the sum previously allowed, any excess over the amount allowed by the amended allocatur which may have been paid shall be repaid to the trustee by the person to whom it it was paid.

A fee shall only be payable on the amended allocatur where the amount thereby allowed exceeds the amount previously allowed, in which case the fee shall be calculated on the *whole amount allowed credit being given for the fee previously paid.*

2. The last clause of Rule 112 (2) viz.: from the words "and if in error," to the end of the Rule and the whole of Rule 112A of the Bankruptcy Rules, 1886 and 1890, are hereby annulled, and Rule 1 of these Rules is hereby substituted for the said part of Rule 112 (2) and for the said Rule 112A and may be cited amongst the Bankruptcy Rules, 1886 and 1890, as Rule 112A.

3. The following addition is hereby made to Rule 283 of the Bankruptcy Rules, 1886 and 1890, and such Rule shall hereafter be read and construed as if the words following were added thereto, viz.:—Such books shall, on payment of the prescribed fee, be open for public information and searches, provided that the Registrar may in any case before allowing a search require the applicant to satisfy him as to the object for which such search is required. If the Registrar refuses to allow a search the applicant may apply *ex parte* to the Judge in Chambers, without written application or other formality, and the Judge may allow or refuse a search in such manner and to such extent and with such limitations (if any) as he may think fit. The decision of the Judge on any such application shall be final and conclusive.

4. Form No. 11 in the Appendix to the Bankruptcy Rules, 1886 and 1890, is hereby amended as follows, viz.:—Strike out paragraph 4 of present form, and substitute,

(4) That the estate of the said A.B. is according to my information and belief sufficient to pay his debts.
(5) That the will of the said A.B. was on the day of proved by J.S. of and G.H. of , or
That letters of administration were on the day of granted to J.S. of and G.H. of

5. Form No. 19 in the Appendix to the Bankruptcy Rules, 1886 and 1890, is hereby amended as follows, viz.:—

In title insert "Security" after "Proceedings."
After "pounds only" at the end of first recital add "*or as the case may be.*"
Omit from "or whereas" to "petition in Bankruptcy."
After "such Court" insert "*or whatever the condition of the bond is.*"

These Rules shall come into operation on the 24th day of December, 1910, and may be cited as the Bankruptcy Rules, 1910.

Dated the 6th day of December, 1910.

LOREBURN, C.

I concur,

SYDNEY BUXTON,
President of the Board of Trade.

Sir Robert Romer was, says the *Evening Standard*, seventy on the 23rd inst. He retired in 1906, having been on the bench for sixteen years, the last seven as a Lord Justice of Appeal. Lady Romer, whom he married in 1864, was a daughter of Mark Lemon, editor of *Punch*. Sir Robert doubtless had much in common with his father-in-law, for his wit is as famous as his legal knowledge. His star was in the ascendant at Cambridge, where he became Senior Wrangler, Smith's Prize man, and, subsequently, a Fellow of Trinity Hall. Knighted twenty years ago, Sir Robert was sworn of the Privy Council in 1899, and in 1901 received a G.C.B.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **EARL OF STAMFORD AND WARRINGTON, Deceased.**
PAYNE *v.* **GREY.** Warrington, J. 8th Dec.

RULE AGAINST PERPETUITIES—LIMITATIONS IN STRICT SETTLEMENT—MINORITY OF TENANTS IN TAIL—TRUSTEES TO ENTER INTO POSSESSION—NOT LIMITED TO TENANTS IN TAIL BY PURCHASE—VOID FOR PERPETUITY.

A provision in a will, creating legal limitations of realty in strict settlement, that during the minority of any tenant for life or tenant in tail under the will the trustees are to enter into possession or receipt of the rents and profits is void as infringing the rule against perpetuities if it is not restricted to the minority of tenants in tail by purchase.

Testator, being possessed of estates in four counties, by his will settled his Staffordshire and Leicestershire estates to uses in strict settlement. His Lancashire estate he limited to trustees for a term of a thousand years on trust out of the rents and profits to discharge incumbrances on the Staffordshire, Leicestershire, Cheshire, and Lancashire estates in that order. Subject to that term, the Lancashire estate was settled as to one moiety to the uses of the Staffordshire estate, and as to the other moiety to the uses of the Leicestershire estate. The trusts of the term of a thousand years were still subsisting. The Cheshire estate, the one now directly in question, was settled to uses in strict settlement, under which there was now an infant tenant in tail, who was tenant in tail by purchase. The will provided that, as regards each settled estate, if any person who, if that present proviso had not been therein inserted, would for the time being have been entitled to the possession or the receipt of the rents and profits of such settled estate as tenant for life or tenant in tail should be under the age of twenty-one years then, and in such case, and as often as the same should happen, the trustees for the time being should enter into possession or the receipt of the rents and profits of the same settled estate; and they were given power (*inter alia*) to hold manor courts, accept surrenders of leases, and pay a minority allowance not exceeding a specified sum. They were to stand possessed of the residue of the rents and profits of the same settled estate (in this case the Cheshire estate) during the continuance of the term of 1,000 years (that is the term on the Lancashire estate) upon the trusts thereinbefore expressed of the rents and profits of the Lancashire estate during the said term. The infant tenant in tail of the Cheshire estate contended that this direction that the trustees were to enter into possession of the estates was void as infringing the rule against perpetuities. He relied upon *Browne* v. *Stoughton* (1846, 14 Sim. 369) and *Turvin* v. *Newcome* (1856, 3 Kay & J. 16). The persons interested in the three other estates contended that the case did not fall within the principle of those two decisions, and that the decisions themselves were contrary to a well-known principle of law, so that there was a conflict of authority, also that the purpose of the provision here was not accumulation, as it was in *Browne* v. *Stoughton*, but payment of charges, an object not in itself objectionable.

WARRINGTON, J., in the course of his judgment, pointed out that the limitations of the Cheshire estate were legal limitations. The result of the provisions in the clause in question was that the entire rents and profits during the period during which the trustees were to hold possession were taken away altogether from the tenant for life or tenant in tail during whose minority the trustees were to be in possession. He was to have an allowance for maintenance, but that was an entirely different thing. What was the nature of the interest of the trustees under that provision? The legal operation and effect of clauses for maintenance and advancement were discussed by Chitty, J., in *Dean* v. *Dean* (3 Ch., at p. 157). In the present case his lordship had just what Chitty, J., had not in the case before him. The terms of the will were such that his lordship was driven to imply a legal estate in the trustees; for the provisions attached to this direction obviously indicated that it was the intention of the testator that the trustees should not merely have legal powers, but that they should have the legal estate. The direction to the trustees to hold manor courts, by which they were treated as lords of the manor, bound to hold the manor courts, and the direction to accept surrenders of leases, since unless they had an estate the surrender of a lease to them would have no effect to merge the lease in the inheritance, were the two directions which made it clear that there was to be a legal estate in the trustees. In what order of the limitations did that legal estate come? It came before the tenancy in tail. The effect of the will was exactly as if the testator had begun his limitations by limiting the estates to the use that if the person who but for this use would, under the limitations thereinafter contained, be entitled to possession as tenant for life or tenant in tail should be an infant, then the trustees should enter into possession—not that they should receive the rents simply. That gave them an estate anterior to the estate of the tenant in tail. How long did that estate last? It lasted during the whole of the limitations contained in the will, and took an active form when any tenant in tail whether by purchase or descent, would but for that estate be entitled to possession. His lordship then referred to *Browne* v. *Stoughton* (*supra*) and *Turvin* v. *Newcome* (*supra*) to see how far those cases covered the point now to be determined. What was declared void

was in both cases the trust in the performance of which it would be the duty of the trustees to accumulate, but it was the trust itself which was declared void. So in the present case that which was void was the unlimited estate vested in the trustees by virtue of which their duties to dispose of the rents arose—not the mode in which they were to dispose of the rents, but the trust itself. The further contention with reference to those two cases was that a well-known principle of law was ignored by the two learned judges who decided them, the principle being that stated by Mr. Lewis in his supplement (pp. 176, 177, from which his lordship read extracts). It seemed to his lordship that when *Browne* v. *Stoughton* was looked at with a view to that argument the principle of law referred to did not apply to it, for the reason that the estate vested in the trustees was not destructible by the exercise by the tenant in tail of his right to disentail. The tenant in tail had only an equitable estate, and by disentailing he would only have barred the equitable entail and any equitable executory limitations and powers grafted on it. He would have left the estate in the trustees, with its incidents, where it was, and it was by virtue of that estate that the trustees were directed to receive the rents. The same remarks were applicable to *Turvish* v. *Newcome*. In his lordship's judgment, therefore, according to the true construction of this will there was vested in the trustees an estate limited to continue for an indefinite time, taking precedence of all the estates both for life and in tail limited by the will, and not capable of being destroyed by the tenant in tail, and therefore not protected by the rule of law applicable to destructible estates. The will so construed plainly contained a provision which was contrary to the rule against perpetuities. Consequently not merely the trusts affecting the destination of the rents but the whole provision, creating as it did an estate of an unlimited duration in the trustees antecedent to the limitations to the tenant for life and tenants in tail was void.—COUNSEL, for the trustees, *T. H. Carson*, K.C., and *Lee Ellis;* for the tenant for life of Staffordshire estate, *G. Cave*, K.C., and *W. R. Sheldon;* for the tenant for life of Leicestershire estate, *Henry Terrell*, K.C., and *Owen Thompson;* for the tenant in tail of Leicestershire estate, *A. C. Clauson*, K.C., and *H. T. Methold;* for the present Earl of Stamford, *T. J. C. Tomson;* for the tenant in tail of Leicestershire estate, *A. C. Clauson*, K.C., *& Bower; Trower, Still, Parkin, & Freeling; Maples, Teesdale, & Co.; Smith, Fawdon, & Low*, for *Wright, Son, & Ayson; Foyer & Co.; Gamlen, Bowerman, & Forward.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

Re **SUMNER'S SETTLED ESTATES.** Eve, J. 20th Dec.

SETTLED LAND—PERSON HAVING POWERS OF TENANT FOR LIFE—TRUST TO PAY RESIDUE OF INCOME TO WIFE DURING WIDOWHOOD—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), S. 58.

A testator devised his real estate upon trust out of the rents and profits and until the death or marriage again of his wife to pay certain annuities and the expenses of management of his estate, and to pay the ultimate residue of the rents and profits to his wife during widowhood.

Held, that the widow was a person having the powers of a tenant for life under the Settled Land Act, 1882, *s.* 58, *sub-section* 1 (ix.).

This was an adjourned summons issued by the widow of the testator for the purpose of determining whether she was tenant for life or had the powers of a tenant for life under the Settled Land Act. By his will, dated the 1st of April, 1903, the testator, who died in February, 1907, devised all his real estate to trustees upon trust that they should, out of the rents and profits arising therefrom, and until the death or marriage again of his wife, pay the annuities or yearly sums therein mentioned, and all expenses incidental to the payment of such annuities, and all costs, charges, and expenses of management of his estate, and should pay the ultimate residue of the said rents and profits to his said wife during her widowhood. By the will full powers of management were conferred upon the trustees.

EVE, J.—The widow's interest is a life interest in possession in the surplus rents and profits determinable on remarriage. Although under sub-section 10 of section 2 of the Act of 1882 possession includes receipt of income, the widow is not in the position of a person "beneficially entitled to possession of the settled land" and is not, therefore, tenant for life thereof within sub-section 5 of the same section (*Re Atkinson*, 31 Ch. D. 577, 581). Accordingly, if she is to succeed upon this summons she must bring herself within section 58, and clauses vi. and ix. of sub-section 1 of that section are relied on as applicable to her position. In holding, as I do, that she comes within clause ix., I do not wish to be understood as deciding that she could not be brought within clause vi. The decision of Farwell, J., in *Re Drinkwater's Settled Estates* (49 SOLICITORS' JOURNAL, 237), would seem to show that she might be, but for the present purpose it is enough for me to determine that she is a person entitled to the income of land under a trust for payment thereof to her during her life or until forfeiture of her interest therein on remarriage. I do not think this conclusion involves any strained or unnatural construction of the word "forfeiture," having regard to the context in which it is found. Of the words forfeited, to forfeit, and forfeiture, Coke upon Littleton, in Vol. I., 59a, says: "The adjective in Latin is *forisfactus*, the verb is *forisfacere*, and the noun *forisfactura*. They are all derived of *foris*—that is, extra, and *facere, quasi diceret, extra legem seu consuetudinem facere*, to do a thing against or without law or custom, and that legally is called a forfeiture." But it is a word which is not infrequently used in a sense other than its strict legal sense, and is one of which the construction may depend upon the context. This is shown by the judgment of Kay, J., in *Re Levy's Trusts* (30 Ch. D. 119), and in construing it in this section I agree with a learned commentator in 52 SOLICITORS' JOURNAL, 512, who writes: "It is inconceivable that the Legislature intended that a person whose life interest in the surplus income of land is liable to be forfeited by bankruptcy should have the powers of a tenant for life, but that a person to whom the trustees are directed to pay the surplus income until he becomes bankrupt should not." I think that the word is here used with the meaning assigned to it in the Imperial Dictionary, where it is said: "In regard to property forfeiture is a loss of the right to possess," and that it includes cesser or determination on bankruptcy, alienation, remarriage, or any other event. It remains for me to point out that this decision is not in accordance with the *semble* in the head-note to *Re Llanover* (1907, 1 Ch. 635), where it is stated that clause ix. does not apply to a terminable life interest. This *semble* is founded on the observations of the learned judge on p. 650 of the report. In considering these observations it must be borne in mind that the applicant's interest was not in possession, and she was not therefore a person to whom section 58 would have any application. Moreover, the judge was of opinion that the applicant would not be entitled to the income under any trust or direction for payment thereof. There were, therefore, at least two grounds for deciding against the applicant, apart from the question as to the determinable nature of her interest, and I think the observations on p. 650 must be read with those on p. 648. So read it may be that they do not warrant the *semble*, but even if it should be otherwise I do not think the point was so far determined as to preclude me from coming to a different conclusion in a case where the title of the applicant depends solely on the question whether the determinable nature of her interest disqualifies her from exercising the statutory powers. Accordingly I declare that the applicant has the powers of a tenant for life under clause ix.—COUNSEL, *P. O. Lawrence*, K.C., and *Tweedale; R. H. Norton.* SOLICITORS, *Ellison & Jones*, Glossop.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

COAKER *v.* **WILLCOCKS.** Div. Court. 7th Dec.

COMMONER—RIGHT TO PASTURE SHEEP ON DARTMOOR—OBLIGATION OF OCCUPIER OF LAND TO FENCE AGAINST COMMONABLE CATTLE—SCOTCH SHEEP—DUTY TO FENCE AGAINST CATTLE OF A PECULIAR DISPOSITION—DISTRESS DAMAGE FEASANT—SHEEP DRIVEN TO A GROUND MORE THAN THREE MILES DISTANT—1 PH. & MARY, C. 12 (1).

An occupier of land adjoining other land over which rights of common exist is bound to fence his land against commonable cattle of a kind usually found upon the land in question, but is not bound to fence against commonable cattle which are of a peculiar disposition is that they are more inclined to wander or are more active than other animals of the same species.

Where a distress is levied upon animals damage feasant *under* 1 *Ph. & Mary, cap.* 12 (1) *the limit of three miles imposed by the section, to which such animals may be driven to a pound, has no application when the pound is in the same hundred in which the distress is taken.*

Appeal from the Tavistock County Court. The plaintiff, who was a commoner having the right to pasture sheep upon the common land of the Forest of Dartmoor, sued the defendant, who was the occupier of certain land enclosed from the forest, to recover damages for an alleged unlawful distress upon sheep belonging to the plaintiff which were found upon the defendant's land. The defendant counter-claimed for the damage done by the sheep. The plaintiff's case was that the defendant had neglected to maintain the fences round his property in such a way as to prevent sheep and cattle lawfully on the forest from entering thereon. As a consequence, he alleged that forty-two sheep belonging to him had escaped on to the defendant's land. The sheep in question were Scotch sheep, a breed which had been introduced on to Dartmoor in 1904, and it was proved that such sheep have a disposition to wander and a capacity for jumping not found in other sheep usually to be met with on Dartmoor. It was also proved that the fences maintained by the defendant, although adequate to keep out moorland sheep, were not adequate to keep out Scotch sheep. On finding the sheep upon his land the defendant levied a distress upon them *damage feasant*, and drove them to a ground which was more than three miles away from the place where the distress was taken, but in the same hundred. The plaintiff contended that the defendant in doing this had violated the provisions of 1 Ph. & Mary, cap. 12 (1), which provides that "no distress of cattle shall be driven out of the hundred, rape, wapentake, or lath where such distress is or shall be taken, except it be to a pound overt within the same shire not above three miles distant from the place where the said distress is taken." Upon this point it was argued that the word "not" in the section should be read as "nor," and that it had been so read by many text-book writers. It was also contended on the plaintiff's behalf that there was an obligation upon the defendant to fence his land against all commonable cattle, and that such obligation extended to the Scotch sheep in question. The county court judge gave judgment for the defendant upon the claim, and also upon the counter-claim, with 40s. damages.

DARLING, J., after referring to the facts, said that the plaintiff had

the right to put his sheep upon the land because they were commonable animals. That being so, what was the defendant's obligation? He was bound to fence against commonable animals, and consequently sheep, but was he bound to fence against every kind of sheep? He (Darling, J.) did not put the matter on the ground that these Scottish sheep were not commonable animals, but he preferred to rely on the rule laid down in *Child* v. *Hearn* (L. R. 9 Ex. 176), and to consider these sheep in the way in which Bramwell, B., had looked at the pig in that case. He held there that a railway company, the condition of whose fences was in question, was "bound to put up such a fence that a pig not of a peculiarly wandering disposition nor under any excessive temptation will not get through." Now the sheep in the present case were shewn to be of a peculiarly wandering and of a peculiarly saltative disposition. Applying the rule laid down by Bramwell, B., to the present case, he held that the defendant was bound to fence against sheep, but not against sheep of a peculiarly wandering disposition, or sheep which were addicted to jumping. That being so, as they broke into the defendant's close, he had a right to distrain them *damage feasant*. Having that right, what was he entitled to do? He was entitled to drive them to a pound, but the statute provided that he was not allowed to drive them to any pound he chose. He understood the statute to mean what it was stated to mean in *Berdsley* v. *Pilkington* (Gouldsworth's Reports, 100). He thought it meant that if you take animals *damage feasant* you may drive them to a pound anywhere within the hundred, rape, wapentake or lath, and in that case it did not matter what distance they were driven from the place where they were taken, but they might not be driven outside the hundred, &c., with the exception that if the person distraining chose to drive them to a place which was not more than three miles from the place where they were taken he might do so, although that place was outside the hundred, provided it was in the same shire. Read in that way, the statute contained a perfectly reasonable provision. He did not think it would be so reasonable if the word "nor" was substituted for "not," as it was suggested in argument that it should be. The word had apparently been misprinted and misunderstood by the text-book writers, but it was time it was understood to mean what it originally was intended to mean. For the reasons he had given he was of opinion that the decision of the county court judge was right, and the appeal must be dismissed.

BUCKNILL, J., concurred.—COUNSEL, *Hanbury Aggs; J. A. Hawke.* SOLICITORS, *H. Dobell*, for *J. P. Dobell*, Plymouth; *Crowders, Oldham, Vizard, & Co.*, for *Windeath*, Totnes.

[Reported by C. G. MORAN, Barrister-at-Law.]

GADD *v.* **THOMPSON.** Div. Court. 29th Nov.

APPRENTICESHIP DEED—INFANT—ARCHITECT—RESTRICTIVE COVENANT BY INFANT NOT TO PRACTISE—BREACH OF COVENANT—ENFORCEMENT BY INJUNCTION AFTER TERMINATION OF APPRENTICESHIP AND ATTAINMENT OF MAJORITY.

Although an action cannot be maintained to enforce a covenant entered into by an infant in an apprenticeship deed during the infancy of the apprentice, it will be maintainable to enforce a covenant to do or to refrain from doing something after the apprenticeship shall have ceased and the apprentice shall have attained his majority, provided that on the whole the covenant was for the apprentice's benefit.

Where the only terms upon which an apprentice could obtain instruction were that he should enter into a covenant not to carry on his master's business after the end of his apprenticeship within a certain radius of the place in which he had been instructed for a certain number of years.

Held, that such a term was reasonable and capable of being enforced against the apprentice by injunction on the expiration of the apprenticeship and after he had attained his majority.

This was an appeal from the Bromsgrove County Court. The plaintiff, an architect practising at Bromsgrove, brought an action in the county court against the defendant, who had previously been his apprentice, claiming damages and an injunction restraining him from committing breaches of a covenant contained in an indenture of apprenticeship made on the 7th of May, 1902. At the time of the making of the indenture the defendant was fourteen years of age. By the terms of the deed the apprenticeship was to last four years, and the defendant and his father, who was also a party to it, covenanted that the defendant should not at any time within ten years from the expiration of the term of the apprenticeship, within a radius of ten miles from the Bromsgrove Town Hall, carry on or practise, either by himself or in conjunction with any other person or persons, and either as principal, clerk, or assistant, the profession of an architect or surveyor. Technical breaches of this covenant were committed by the defendant shortly before and after his coming of age, which took place in 1908. At the trial evidence was given on behalf of the plaintiff by two architects practising at Bromsgrove to the effect that they would not take an apprentice without some such covenant as that contained in the deed in question. It was contended on behalf of the defendant that he could not be bound by a restrictive covenant in an apprenticeship deed entered into when he was an infant, and that the covenant was not fair and reasonable and ought not to be enforced by injunction. The county court judge gave judgment for the plaintiff, and granted an injunction restraining the defendant from committing further breaches of his agreement.

PHILLIMORE, J., in giving judgment, said that the case, so far as they were concerned with it, was brought against a young man to enforce a covenant which he purported to enter into under an apprenticeship deed. When he entered into it he was about fourteen years old, and as it was to last for four years he would still be an infant at the time when it expired. There were in the deed the usual clauses to be found in an apprenticeship deed and a covenant by which the apprentice covenanted after the expiration of the apprenticeship deed not to practise within a certain radius of the town in which he had been apprenticed for ten years. The young man fulfilled his apprenticeship, and eventually, after he came of age, went into practice. It was admitted that he committed breaches of his covenant which would be sufficient to support an injunction restraining him from doing so in the future if the covenant he had entered into was valid and enforceable, and the county court judge took the view that the covenant was valid and enforceable, and granted an injunction. Now it was quite clear that no action could be brought against an apprentice who was still an infant for breaches of covenants contained in the apprenticeship deed, but a contract of apprenticeship might be entered into in which the inducement to the master was something to be done either late in the period of apprenticeship or even after it had come to an end. In *Walter* v. *Everard* (1891, 2 Q. B. 369) the benefit for which the master was suing was a benefit to be given to the master three years after the apprenticeship deed had been in force and whilst the apprenticeship was still running, and apparently whilst the apprentice was still under twenty-one. That benefit was a reversionary payment apparently arranged because the apprentice at the time of entering into the deed was possessed of slender means, although he had expectations in the future. That case established that the consideration moving from the apprentice to the master might be a future payment which the apprentice bound himself to pay to the master. If he might bind himself to pay during the apprenticeship he might equally bind himself to pay afterwards, and if such a covenant might be enforced why might he not bind himself to give to the master any other reversionary advantage? He might, for instance, contract with the master to attend at his office for a day once a week or once a fortnight after his apprenticeship had expired for the purpose of assisting with some large work which the master might have on hand, and if so he (Phillimore, J.) could see no reason why such a covenant should not be enforced by an action for damages. It was only a step further to say that the apprentice might covenant not to do something as, *e.g.*, not to avail himself of his master's secrets. He thought there was no objection to the covenant in the present case. The old cases did not touch the matter. They only showed that there was no remedy upon the contract of apprenticeship whilst the apprenticeship lasted, at any rate, as against a minor. None of the cases said that if the apprentice had secured all the advantages he was to receive in consideration of a covenant to do something *in futuro*, that the master should be prohibited from getting his *quid pro quo*. With regard to the question as to the reasonableness of the covenant, the evidence was that the only two architects practising in the place stated that they would not take an apprentice except upon the terms of some such covenant as that entered into by the defendant. That was their price, and if those were the only terms upon which the apprentice could obtain the teaching he desired he was of opinion that the term was a reasonable one. That being so, the decision of the county court judge was right, and the appeal must be dismissed.

COLERIDGE, J., delivered judgment to the same effect.—COUNSEL, *R. A. Willes; Dawson Milward.* SOLICITORS, *S. Roberts*, Bromsgrove; *Horton*, Bromsgrove.

[Reported by C. G. MORAN, Barrister-at-Law.]

PHARMACEUTICAL SOCIETY *v.* **NASH.** Div. Court. 14th Dec.

POISONS AND PHARMACY ACT, 1908 (8 EWD. 7, C. 55)—PERSON LICENSED TO SELL POISON UNDER THE ACT—SALE OF POISON BY UNLICENSED ASSISTANT OF SUCH PERSON—LIABILITY OF ASSISTANT TO PENALTY.

An unlicensed assistant of a person licensed under the Poisons and Pharmacy Act, 1908, to sell poisons, is liable to a penalty under the Pharmacy Act, 1868 (31 & 32 Vict. c. 121), s. 15, if he sells any poison or preparation containing poison as defined in the Poisons and Pharmacy Act, 1908, notwithstanding that he effects such sale on behalf of his master.

Appeal from the Kingston County Court in an action brought by the Pharmaceutical Society against the defendant to recover the sum of £5 as a penalty for selling poison contrary to the provisions of the Pharmacy Act, 1868, and the Poisons and Pharmacy Act, 1908. The circumstances were as follows:—On the 21st of March, 1910, a detective employed by the plaintiffs called at a shop in Wimbledon, where James Nash, the father of the defendant, carried on the trade of a nurseryman and florist under the style of James Nash & Sons, at which premises he was licensed under the Poisons and Pharmacy Act, 1908, to sell certain poisons. He asked for and purchased a half-pint bottle of a poisonous insecticide called XL All Insecticide, which contained 133 grains of nicotine, a poisonous vegetable alkaloid within the schedule to the Poisons and Pharmacy Act, 1908. The detective was served by the defendant, who was an assistant to his father and was not licensed under the Act. The father was not in the shop at the time of the sale. By section 15 of the Pharmacy Act of 1868 the society is permitted to sue by way of penalty any person, not being a pharmaceutical chemist, who sells poisons, and by the Poisons and Pharmacy Act, 1908, s. 2, the section above referred to in the Act of 1868 is not to apply in the case of "poisonous substances to be used exclusively in agriculture or horticulture for the destruction of insects

which are poisonous by reason of their containing arsenic, tobacco, or alkaloids of tobacco if the person so selling is duly licensed for the purpose by a local authority . . . but nothing in the section shall exempt any person so licensed from the requirements of any other provisions of the Pharmacy Act, 1868, or of the Arsenic Act, 1851, relating to poisons." It was contended on behalf of the defendant that as the assistant of a person duly licensed under the Act he was entitled to sell the poison in question. The county court judge gave judgment for the plaintiffs, holding that it was not the intention of the Legislature when the Act of 1903 was passed to relax the restrictions imposed upon the sale of poisons by the earlier Act, and that as the defendant was not licensed to sell poisons under the Act of 1908 he had rendered himself liable to the penalty claimed. The defendant appealed.

THE DIVISIONAL COURT dismissed the appeal.

PHILLIMORE, J., said that the effect of the Poisons and Pharmacy Act, 1908, was to add to the category of persons who were entitled to sell poisons. Under the Act of 1868, with certain exceptions not now material, no one but persons properly qualified under section 1 of that statute were entitled to sell poisons. The decisions under that Act had established that the word sell meant sell personally. At any rate, in the absence of a qualified person an unqualified assistant could not justify a sale of poisons. Then came the Act of 1908, which, for the purpose of the sale of certain poisons added to the category of qualified persons under section 1 of the Act of 1868, persons duly licensed under the Act of 1908. But just as under the older Act an unqualified servant was not allowed to sell on behalf of a master who was qualified, so under the later Act an unlicensed assistant could not sell on behalf of a licensed master. The defendant was therefore liable to the penalty claimed.

HORRIDGE, J., concurred.—COUNSEL, *R. O. B. Lane; Glyn-Jones.* SOLICITORS, *Rutter, Veitch, & Bond; Flux, Thompson, & Quarrell.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Obituary.

Judge F. A. Philbrick.

The death is announced of his Honour Judge Frederick Adolphus Philbrick, K.C. He was the son of Mr. F. B. Philbrick, solicitor, of Colchester. He graduated at the London University, and was called to the bar in 1860 and became a member of the then Home Circuit. In 1870 he was appointed Recorder of Colchester, and in 1874 was made a Queen's Counsel. He had a large practice, both in compensation cases and at the Parliamentary Bar, and in 1884 was appointed senior counsel to the Post Office on the South-Eastern Circuit. On more than one occasion he was appointed Special Commissioner of Assize, and in 1895 was appointed county court judge of Circuit No. 55. In that capacity, we believe, he gave much satisfaction to suitors by his learning and patience.

Legal News.

Changes in Partnerships.

Admission.

The business carried on by Mr. Cecil Dowson and Mr. Harold Burn Hopgood, at No. 17, Spring-gardens, S.W., under the style of "Hopgoods & Dowson," will as from the 1st of January, 1911, be carried on under the name of "Hopgood & Dowsons," in consequence of the admission of Mr. NOEL CECIL DOWSON, a son of the senior partner, into the firm.

Dissolutions.

JOHN RICKETTS REDDISH and EDGAR LIVESEY DIXON, solicitors (Reddish & Dixon), Blackburn and Church. Nov. 7. [*Gazette*, Dec. 23.

FREDERICK WILLIAM EUSTACE GRUGGEN and PATRICK LEWIS ST. CLAIR CARNEGY, solicitors (Gruggen & Carnegy), 12, Craven-street, Charing Cross, London. Dec. 19. The business will be continued at the above address. [*Gazette*, Dec. 27.

Information Required.

DR. BRUAZIO.—Solicitor holding will of the late Dr. Bruazio, of Tilsit, East Prussia, is requested to communicate with Miss Plaw, Libauerstrasse No. 16, Memel, East Prussia.

General.

Lord Justice Fletcher Moulton is to open a debate at the January dinner of the Imperial Industries Club on "An Empire Trade Mark." The dinner will be held at the Criterion Restaurant on the 18th of January, when Alderman Sir George Wyatt Truscott will preside.

We regret to learn that Mr. A. H. Jessel, K.C., has been seriously ill and has undergone an operation, and that a further operation was contemplated on Friday (yesterday).

An action tried at Debrezin turned, says the *Daily Express*, on the slimness of the ankles of Mlle. Szilasi, a prima donna. She had herself photographed in costume, but refused to pay for the pictures when ready, on the ground that her ankles were made to appear less elegant than nature had made them. The photographer thereupon brought an action. By order of the judge the lady's ankles were measured and compared with the pictures by photographic experts. Their evidence was to the effect that photographs cannot lie, and the prima donna was ordered to pay.

Unusual preference to be tried at the Central Criminal Court was, says the *Times*, displayed by three prisoners at the Wimbledon Petty Sessions on Wednesday. Arthur Pappie, an ex-convict, charged with being on premises for the purpose of committing a felony, pleaded with the magistrates to send him for trial at the Central Criminal Court instead of the Surrey Quarter Sessions. To this request the Bench agreed. John Laud and John Probetts, charged with breaking and entering a butcher's shop, made a similar request, but were committed to the Surrey Sessions.

His Honour Judge Emden, at the Lambeth County Court, on the 21st inst., says the *Times*, made the following statement:—To-day being the close of the legal year, I have again, as for many years past, to record the fact that we have no arrears whatever. Every case fixed for hearing has been disposed of; not one remains over. We have not only approached to but have actually reached the ideal as regards legal work suggested by our present Lord Chancellor. A case can be entered to-day and heard to-morrow—that is to say, allowing for service or vacation, a case can be entered and heard within fourteen to twenty-one days. Some of the cases to-day were entered only on the 3rd of December—eighteen days ago. The system inaugurated by this court, by which the office of the court keeps in close touch with solicitors engaged in actions as regards the probable time to be occupied in the hearing of matters, has been of great service to the public in saving of expense and time. Recently some public remarks have been made in reference to the effect of long cases on the work of these courts. It is always dangerous to form opinions or make suggestions based on very rare exceptions. I believe that I am quite right in saying that in the large majority of the courts the extended jurisdiction has not interfered with the smooth working of the courts, and that the more important actions can be heard with convenience to the public and have not been the means of prejudicing the hearing of the smaller actions by poor people in any way whatever.

The offices claimed at the Court of Claims, says the *Times*, are of three kinds:—(1) Those which are hereditary; (2) those which are an appanage to a title; and (3) those which are performed through tenure of land by "Grand Serjeantry," which Coke defines "is where a man holds his lands or tenements of our Sovereign Lord the King by such services as he ought to do in his proper person to the King." The third class comprises the bulk of the claims that appear on the Coronation Roll, most of them claims to perform certain duties at the banquet. Many of these are of an exceedingly quaint character, such as the duty of bearing a towel for the King when washing before the banquet, which was attached to a moiety of the manor of Heydon in Essex, or presenting a mess called "gerout" or "dillegrout" to the Sovereign at the banquet, which devolved on the holder of the manor of Addington in Surrey. Another well-established claim was that of the Lord Mayor and twelve citizens of London to assist the Chief Butler of England in the execution of his office at the Coronation banquet. Other offices at the banquet were those of the Chief Butler, claimed in 1901-2 both by the Duke of Norfolk and Lord Mowbray and Stourton; the "Dapifer," who arranged the dishes; the Grand Carver, an office attached to the Earldom of Lincoln; the Chief Larderer, who took charge of the larder; the Royal Napier, who had the custody of the table linen, as well as many others, which were always eagerly competed for. The present Court of Claims, profiting by the decisions of

its predecessor, has a comparatively easy task. No rival claims of a serious nature are likely to be put forth, except possibly to the office of carrying the Great Spurs. The formal procedure, as settled in 1901-2, that all claims must be made by petition, has been already confirmed. The Court has also ruled that all claims allowed in 1901-2 will be admitted, if by the same petitioner or his representative. No claim excluded by the Court in 1901-2 as inappropriate to the Coronation by the terms of the Royal Proclamation, such as the quaint offices performed at the banquet, will be placed on the list, and many claims will, as before, be referred to the Executive Committee. It will, in fact, be a more businesslike, if less picturesque, Court than that held nine years ago.

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARQUA, LTD—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Archibald John Kelloway, 28 King st, Cheapside, liquidator

BRITISH AND IRISH CATTLE CORPORATION, LTD—Petn for winding up, presented Dec 14, directed to be heard Jan 17. Sharpe & Co., Bank bldgs, Kingsway, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16

DOLLAR SYNDICATE, LTD—Creditors are required, on or before Jan 30, to send in their names and addresses, and the particulars of their debts or claims, to Ernest John Hayman, 18, St Swithin's ln, liquidator

FARADAY & DAVEY, LTD—Creditors are required, on or before Feb 2, to send in their Christian and surnames, their addresses and descriptions, and full particulars of their debts or claims, to Percy R. Hackett and C. A. Faraday, 68, Hatton gdn, liquidators

G. BEARDOW & SON, LTD—Creditors are required, on or before Feb 16, to send in their names and addresses, and the particulars of their debts or claims, to George Milman Smerdon, Bank bldgs, Acton, liquidator

HOTEL METROPOLE, CROMER, LTD—Creditors are required, on or before Jan 11, to send in their names and addresses, with particulars of their debts or claims, to Henry William Back, Hotherpett, Norfolk, liquidator

PROVINCIAL PALACES, LTD—Petn for winding up, presented Dec 21, directed to be heard Jan 17. John B. & F. Purchase, Regent st, solors to the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16

RHODOP SYNDICATE, LTD—Creditors are required, on or before Jan 28, to send their names and addresses, and the particulars of their debts or claims, to Eric Alexander Jackson, 42, Old Broad st, liquidator

UNION PRINTING CO, LTD—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Venables, Bletcher st Bury, liquidator

WHITWORTH VALE MOTOR OMNIBUS CO, LTD—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to James Henry Lord, Bank bldngs, Bacup, liquidator

London Gazette.—TUESDAY, Dec. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRADLEY BROTHERS, LTD—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Henry William Tash, 29, Wilson st, Middlesbrough, liquidator. Booth, Newcastle upon Tyne, solors for the liquidator

BRINTON CARPET CO. OF CANADA, LTD—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Harvey Preen, 17, Basinghall st, liquidator

"DUNSTER" SHIP CO, LTD—Creditors are required on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Edward John Baker, Billiter House, Billiter st. Crump & Son, Leadenhall st, solors for the liquidator

FOLKESTONE AVIATION, LTD—Petn for winding up, presented Dec 22, directed to be heard Jan 7. Collyer Bristow & Co, 4, Bedford row, for Hall, Folkestone, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16

MIDDLESEX DWELLINGS, LTD—Creditors are required, on or before Jan 5, to send in their names and addresses, and the particulars of their debts or claims, to Bernard Collett, 317, High Holborn, liquidator

PANNI LANDS AND RUBBER ESTATES, LTD—Petn for winding up, presented Dec 20, directed to be heard Jan 17. Lewis, 20, Bucklersbury, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16

SELF-DEVELOPING PLATE CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Percy Arthur Casserley, 7, Southampton st, High Holborn, liquidator

SIDNEY E. FELL, LTD—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to James Herbert Haley, 29, Tyrrel st, Bradford. Westwood & Howe, Bradford, solors for the liquidator

TALACRE DISTRICT MINING AND DRAINAGE CO, LTD—Creditors are required on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Charles George Haswell, 94, Foregate st, Chester. Sharpe & Davison, Chester, solors for the liquidator

VIVIAN NEPHEW & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Percy Arthur Casserley, 7, Southampton st, High Holborn

The Property Mart.

Forthcoming Auction Sales.

JAN. 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions and Life Policies (see advertisement, back page, this week).

Messrs. FAREBROTHER, ELLIS, EGERTON, BEACH & Co., at the Mart: Freehold Residential Estate (see advertisement, back page, Dec. 17).

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 23.

RECEIVING ORDERS.

ANGEL, ALBERT HEALE, Merton, Surrey, Schoolmaster Croydon Pet Dec 19 Ord Dec 19

BELLERBY, WILLIAM, Dringhouses, York, Nurseryman York Pet Dec 20 Ord Dec 20

BERRY, SIDNEY, Bristol, Farrier Bristol Pet Dec 20 Ord Dec 20

BOLDERSON, DAVID GEORGE, Rhydfelen, nr Pontypridd, Collier Pontypridd Pet Dec 20 Ord Dec 20

BORRILL, BENJAMIN, North Willingham, Lincs, Farmer Lincoln Pet Dec 21 Ord Dec 21

BUTT, SANDERSON, Kingscote, Glos, Farmer Gloucester Pet Dec 5 Ord Dec 16

COX, PATRICK, Bury st, St James High Court Pet Oct 21 Ord Dec 20

DONALDSON, JAMES, Liverpool Liverpool Pet Dec 21 Ord Dec 20

EDMUNDS, FRANCIS TREVETT, Bournemouth, Motor Engineer Poole Pet Dec 20 Ord Dec 20

EDWARDS, DAVID, Reynoldston, Penrice, Glam, Baker Swansea Pet Dec 19 Ord Dec 19

FOZZARD, JAMES SYDNEY, and HORACE PORTER, Leicester, Builders Leicester Pet Dec 21 Ord Dec 21

GARRETT, CHARLES WILLIAM, Poland st, Oxford st, Jeweller High Court Pet Oct 27 Ord Dec 19

GOODYELLOW, EDWIN, Lincoln rd, Ponders End, Carter Edmonton Pet Sept 15 Ord Dec 19

GREEN, BERTRAND Hartley, Barnsley, Travelling Draper Barnsley Pet Dec 5 Ord Dec 20

GREEN, MARY HANNAH, Barnsley Barnsley Pet Dec 5 Ord Dec 20

HAWKINS, JAMES CLIFFORD, and HENRY HAWKINS, Nechells, Birmingham, Perambulator Manufacturers Birmingham Pet Dec 19 Ord Dec 19

HESTER, E (male), Great Marlow, Bucks, Coal Merchant Aylesbury Pet Dec 2 Ord Dec 19

HIRD, ALFRED JAMES, Gateshead, Durham, Licensed Victualler Newcastle upon Tyne Pet Dec 17 Ord Dec 17

HORSLEY, WILLIAM HOUSON, Grangetown, York, Grocer Middlesbrough Pet Dec 19 Ord Dec 19

HOULGROVE, HARRY, Grantham, Engineer's Clerk Nottingham Pet Dec 21 Ord Dec 21

HUGHES, GEOFFREY, Malchester, Dentist Manchester Pet Dec 7 Ord Dec 21

JACOBS, EZEKIEL GEORGE, Kingston upon Hull, Confectioner Gt Grimsby Pet Nov 25 Ord Dec 20

JARVIS, ALFRED, Stone Cross Inn, nr West Bromwich, Licensed Victualler West Bromwich Pet Dec 19 Ord Dec 19

JOHNSON, HENRY, Sheffield, Steel Founder Sheffield Pet Dec 7 Ord Dec 21

LAWRINSON, ALFRED, Warrington, Market Gardener Warrington Pet Dec 20 Ord Dec 20

LLOYD PATCH, HENRY HERBERT, Hertford, Surgeon Hertford Pet Dec 19 Ord Dec 19

MANDERS, ANNIE MAUD, Scarborough, Fancy Goods Dealer Scarborough Pet Dec 20 Ord Dec 20

MOODY, JAMES HAWKE, Port Talbot, Glam, Photographer Neath Pet Dec 20 Ord Dec 20

OWEN, JAMES WILLIAM, Newcastle upon Tyne, Timber Merchant Newcastle upon Tyne Pet Nov 29 Ord Dec 19

PARKES, HERBERT, Wednesbury, Tramway Motorman Walsall Pet Dec 15 Ord Dec 15

PEAKE, WILLIAM JOHN, Pontnewynydd Newport, Mon Pet Dec 19 Ord Dec 19

PENDALL, HERBERT, Manchester, Painter and Decorator Salford Pet Dec 21 Ord Dec 21

PILLION, PAUL, New st, Bishopsgate Without, Carpet Importer High Court Pet Oct 28 Ord Dec 21

PRICE, WILLIAM, Liverpool Liverpool Pet Dec 8 Ord Dec 21

RICHARDS, JOHN JAMES, Shannon gr, Brixton, Builder High Court Pet Nov 22 Ord Dec 21

ROBINSON, EDMUND, Morecambe, Lancs, Fruit Salesman Preston Pet Dec 21 Ord Dec 21

SCHOFIELD, JOHN EDWIN, Great Grimsby, Fish Merchant Great Grimsby Pet Dec 21 Ord Dec 21

SCOTT, ANTHONY, Middleton, Lancs, Furniture Dealer Oldham Pet Dec 17 Ord Dec 17

SKUDDER, JOB ARMITSONG, Deptford, Kent, Coach Wheelwright Greenwich Pet Nov 20 Ord Dec 20

SOWRAY, JOHN, Leeds, Farmer Northallerton Pet Dec 21 Ord Dec 21

SPENCER, JOHN WHEELER, Wakefield, Hosier Wakefield Pet Dec 9 Ord Dec 21

SPENSLEY, JOHN ERNEST HUSTWICK, Middlesbrough, Commercial Clerk Middlesbrough Pet Dec 19 Ord Dec 19

SPINKS, MARY ANN, Nottingham, Grocer Nottingham Pet Dec 20 Ord Dec 20

STEWART, W E P, Bristol, Tailor Bristol Pet Dec 7 Ord Dec 20

STIRTON, ALEXANDER YOUNG, Hanwell Aylesbury Pet Dec 20 Ord Dec 20

TAYLEUR, AGNES ELIZABETH, Ludlow, Salop, Milliner Leominster Pet Dec 19 Ord Dec 19

TWIGG, CHARLES, Pershore, Worcester, Fruit Grower Worcester Pet Dec 21 Ord Dec 21

WADDELL, ROBERT BOWIE, Prestwick, Ayrshire, NB, Warehouse Manager Newcastle upon Tyne Pet Dec 19 Ord Dec 19

WIDLAKE, FREDERICK, Swansea, Dock Labourer Swansea Pet Dec 19 Ord Dec 19

Amended notice substituted for that published in the London Gazette of Dec 9:

GARRATT, PERCY CORNELIUS, Coventry, Mechanic Nottingham Pet Nov 15 Ord Dec 6

FIRST MEETINGS.

AMEY, JOSEPH, Bournemouth, Greengrocer Jan 2 at 3 Arcade chmbrs, Bournemouth

AYRES, HARRY GEORGE, Awliscombe, Honiton, Dairyman Dec 31 at 11 Off Rec, 9, Bedford circus, Exeter

BELLERBY, WILLIAM, Dringhouses, York, Nurseryman Jan 5 at 3 Off Rec, The Red House, Duncombe pl, York

BOLDERSON, DAVID GEORGE, Rhydfelin, nr Pontypridd, Collier Jan 3 at 2.30 St Catherine's chmbrs, St Catherine st, Pontypridd

BUTT, SANDERSON, Kingscote, Glos, Farmer Dec 31 at 12 Off Rec, Station rd, Gloucester

COLLINS WILLIAM, Illogan, Cornwall, Builder Dec 31 at 10.30 Off Rec, 12, Princes st, Truro

COURTNEY, MARY ANNE, Cardiff Jan 4 at 3 117, St Mary st, Cardiff

COX, PATRICK, Bury st, St James Jan 6 at 1 Bankruptcy bldgs, Carey st

EDMUNDS, FRANCIS TREVETT, Bournemouth, Motor Engineer Jan 2 at 2 Arcade chmbrs, Bournemouth

ELVIN, THOMAS WILLOUGHBY NORTON, East Dereham, Norfolk Commission Agent Dec 31 at 12.30 Off Rec, 8, King st, Norwich

FALCKE, SHIRLEY, Half Moon st Jan 6 at 12 Bankruptcy bldgs, Carey st

FINN, BARNETT, Treharris, Merthyr Tydfil, Wall Paper Merchant Jan 2 at 12.45 Off Rec, County Court, Town Hall, Merthyr Tydfil

FOZZARD, JAMES SYDNEY, and HORACE PORTER, Leicester, Builders Jan 2 at 12 Off Rec, 1, Berridge st, Leicester

GARNETT, CHARLES WILLIAM, Poland st, Oxford st, Jeweller Jan 6 at 11 Bankruptcy bldgs, Carey st

HILL, HENRY, Great Malvern Jan 2 at 12 Off Rec, 11, Copenhagen st, Worcester

HIRD, ALFRED JAMES, Gateshead, Licensed Victualler Dec 31 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

HORSLEY, WILLIAM HOUSON, Grangetown, York, Grocer Jan 5 at 12 Court chmbrs, Albert rd, Middlesbrough

JONES, RICHARD, Aberdare, Grocer Jan 4 at 11.15 St Catherine's chmbrs, St Catherine st, Pontypridd

MELLORS, WILLIAM, Heanor, Derby, Fruiterer Dec 31 at 11 Off Rec, 47, Full st, Derby

MESSENGER, JOHN FARNHAM, Hyde, Cheshire Dec 31 at 11 Off Rec, Byrom st, Manchester

MILLS, SIMEON BISSELL CARTWRIGHT, Pensnett, Stafford Mine Engineer Jan 2 11.30 Off Rec, 1, Priory st, Dudley

OWEN, JAMES WILLIAM, Newcastle upon Tyne, Timber Merchant Jan 4 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne

PAFFARD, CHARLES JOHN, Trowbridge, Wilts, Engineer Dec 31 at 11 Off Rec, 26, Baldwin st, Bristol

PARKER, JOSEPH, Kidderminster, Baker Jan 2 at 2.15 Lion Hotel, Kidderminster

PARKES, HERBERT, Wednesbury, Tramway Motorman Jan 3 at 12 Off Rec, Wolverhampton

PEAKE, WILLIAM JOHN, Pontnewynydd, Mon, Milk Vendor Dec 31 at 11 Off Rec, 144, Commercial st, Newport, Mon

PILLION, PAUL, New st, Bishopsgate Without, Carpet Importer Jan 6 at 11 Bankruptcy bldgs, Carey st

RICHARDS, JOHN JAMES, Shannon gr, Brixton, Builder Jan 6 at 12 Bankruptcy bldgs, Carey st

SAYERS, HERBERT JOHN, Southwold, Suffolk, Fish Salesman Dec 31 at 12 Off Rec, 8, King st, Norwich

SCOTT, ANTHONY, Middleton, Lancs, Furniture Dealer Jan 6 at 11.30 Off Rec, Greaves st, Oldham

SCARLETT, HERBERT GEORGE, Dover, Coach Builder Dec 31 at 10.30 Off Rec, 68A, Castle st, Canterbury

SEAGER, HENRY JOHN, Brighton, Grocer Jan 2 at 11 Off Rec, 12A, Marlborough pl, Brighton

SPENSLEY, JOHN ERNEST HUSTWICK, Middlesbrough, Commercial Clerk Jan 5 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

THOMAS, ROBERT, Liverpool, Team Owner Jan 3 at 11 Off Rec, 35, Victoria st, Liverpool

TURNEY, HARRY, Bourne End, Buckingham, Coal Merchant Dec 31 at 12 1, St Aldate's, Oxford

WADDELL, ROBERT BOWIE, Prestwick, Ayrshire, Warehouse Manager Jan 4 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

WHITEHEAD, ROBERT, Barrow in Furness, Botanics Brewer Jan 6 at 11.15 Off Rec, 16, Cornwallis st Barrow in Furness

WILKINSON, ROBERT, Newport, Mon, Shipbroker Dec 31 at 11.30 Off Rec, 144, Commercial st, Newport, Mon

WILLIAMS, PAUL, Tonna, nr Neath, Glam, Colliery Manager Jan 3 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

ADJUDICATIONS.

BELLERBY, WILLIAM, Dringhouses, Yorks, Nurseryman York Pet Dec 20 Ord Dec 20

BERRY, SIDNEY, Bristol, Farrier Bristol Pet Dec 20 Ord Dec 20

BOLDERSON, DAVID GEORGE, Rhydfelin, nr Pontypridd, Collier Pontypridd Pet Dec 20 Ord Dec 20

BORRILL, BENJAMIN, North Willingham, Lincs, Farmer Lincoln Pet Dec 21 Ord Dec 21

BUTT, SANDERSON, Kingscote, Glos, Farmer Gloucester Pet Dec 5 Ord Dec 21

EDWARDS, DAVID, Reynoldston, Penrice, Glam, Baker Swansea Pet Dec 19 Ord Dec 19

DONALDSON, JAMES, Liverpool Liverpool Pet Dec 21 Ord Dec 21

FOZZARD, JAMES SYDNEY, and HORACE PORTER, Leicester, Builders Leicester Pet Dec 21 Ord Dec 21

HAWKINS, JAMES CLIFFORD, and HENRY HAWKINS, Birmingham, Perambulator Manufacturers Birmingham Pet Dec 19 Ord Dec 19

HAZELL, ALFRED JOHN, and WILLIAM FRANCIS HAZELL, Mitcham, Surrey, Builders Croydon Pet Dec 2 Ord Dec 19

HOULGRAVE, HARRY, Grantham, Engineer's Clerk Nottingham Pet Dec 21 Ord Dec 21

HORSLEY, WILLIAM HOUSON, Grangetown, Yorks, Grocer Middlesbrough Pet Dec 19 Ord Dec 19

JACOBS, EZEKIEL GEORGE, Kingston upon Hull, Confectioner Great Grimsby Pet Nov 25 Ord Dec 21

JARVIS, ALFRED, Stone Cross Inn, nr West Bromwich, Licensed Victualler West Bromwich Pet Dec 19 Ord Dec 19

KING, LORRAINE, Mark In, Merchant High Court Pet Nov 1 Ord Dec 19

LAWRINSON, ALFRED, Warrington, Market Gardener Warrington Pet Dec 20 Ord Dec 20

LOVERIDGE, WALLACE LACEY, Chiswick, Furrier Brentford Pet Nov 11 Ord Dec 16

LLOYD PATCH, HENRY HERBERT, Hertford, Surgeon Hertford Pet Dec 19 Ord Dec 19

MANDERS, ANNIE MAUD, Scarborough, Fancy Goods Dealer Scarborough Pet Dec 20 Ord Dec 20

MILLS CHARLES EDWARDS, Chancery In High Court Pet July 4 Ord Dec 21

MOODY, JAMES HAWKE, Port Talbot, Glam, Photographer Neath Pet Dec 20 Ord Dec 20

PAFFARD, CHARLES JOHN, Trowbridge, Wilts, Engineer Bath Pet Dec 14 Ord Dec 20

PARSONS, JOHN BRAY, Plymouth, General Dealer Plymouth Pet Dec 20 Ord Dec 20

PARKES, HERBERT, Wednesbury, Tramway Motorman Walsall Pet Dec 15 Ord Dec 17

PEAKE, WILLIAM JOHN, Pontnewynydd, Mon, Milk Vendor Newport, Mon Pet Oct 19 Ord Dec 19

PRIDE, CHRISTOPHER, Bristol, Engineer Bristol Pet Nov 15 Ord Dec 21

SCHOFIELD, JOHN EDWIN, Gt Grimsby, Fish Merchant Gt Grimsby Pet Dec 21 Ord Dec 21

SCOTT, ANTHONY, Middleton, Lancs, Furniture Dealer Oldham Pet Dec 17 Ord Dec 17

SOWRAY, JOHN, Boroughbridge, Yorks, Farmer Northallerton Pet Dec 21 Ord Dec 21

SPENSLEY, JOHN ERNEST HUSTWICK, Middlesbrough, Commercial Clerk Middlesbrough Pet Dec 19 Ord Dec 19

SPINKS, MARY ANN, Nottingham, Grocer Nottingham Pet Dec 20 Ord Dec 20

STIRTON, ALEXANDER YOUNG, Hanwell Aylesbury Pet Dec 20 Ord Dec 20

ROBINSON, EDMUND, Morecambe, Fruit Salesman Preston Pet Dec 21 Ord Dec 21

TWIGG, CHARLES, Pershore, Worcester, Fruit Grower Worcester Pet Dec 21 Ord Dec 21

WADDELL, ROBERT BOWIE, Prestwick, Ayrshire, Warehouse Manager Newcastle upon Tyne Pet Dec 19 Ord Dec 19

WIDLAKE, FREDERICK, Swansea, Dock Labourer Swansea Pet Dec 19 Ord Dec 19

ADJUDICATION ANNULLED.

CHOLMELEY, HENRY WALDO, Kemble, Cirencester Swindon Pet April 8, 1908 Adjud and Rec Ord April 8, 1908 Annul Dec 21, 1910

London Gazette.—TUESDAY, Dec. 27.

RECEIVING ORDERS.

AMEY, JOSEPH, Bournemouth, Greengrocer Poole Pet Dec 21 Ord Dec 21

BLOWERS, FREDERICK WILLIAM, Gorleston, Suffolk, Fisherman Great Yarmouth Pet Dec 23 Ord Dec 23

BROWN, WILLIAM, Blackwood, Mon, Colliery Fireman Tredegar Pet Dec 22 Ord Dec 22

FORWOOD, SIDNEY BRITTAIN, WILLIAM HAMILTON CRUMP, and PEDRO TELFORD WESSEL, Liverpool, Cotton Merchants Liverpool Pet Dec 13 Ord Dec 23

GAMLEN, THOMAS GILLIES, Whitminster, Glos, Commission Agent Gloucester Pet Dec 23 Ord Dec 23

GREENBAUM, LEWIS, Darlington, Travelling Draper Stockton on Tees Pet Dec 21 Ord Dec 21

HODDINOTT, DAN, Evercreech, Somerset, Dairyman Wells Pet Dec 22 Ord Dec 22

HORROX, FRED, Leeds, General Carrier Leeds Pet Dec 23 Ord Dec 22

HUTCHINSON, MARK, Starbeck, Yorks, Plumber York Pet Dec 23 Ord Dec 23

IDLE, SYKES, and WILLIE SAVILLE, Bradford, Plasterers Dewsbury Pet Dec 22 Ord Dec 22

MEGSON, A B, & Co, Liverpool Liverpool Pet Dec 6 Ord Dec 22

MILLER, JAMES, Otley, Suffolk, Farmer Ipswich Pet Dec 21 Ord Dec 21

MITCHELL, PERCY LITTLE, Mitcham, Builder Croydon Pet Nov 16 Ord Dec 21

MOORHOUSE, EDWIN, Leeds, Electrical Engineer's Traveller Leeds Pet Dec 22 Ord Dec 22

NICHOLLS, JOSEPH, Leeds, Watchmaker Leeds Pet Dec 22 Ord Dec 22

POPP, JACOB IVANOVITCH, High Wycombe, Buckingham, Tobacconist Aylesbury Pet Dec 22 Ord Dec 22

SAINSBURY, PERCY HAMILTON, Watford, Herts, Accountant St Albans Pet Dec 3 Ord Dec 22

SWIFT, ISRAEL MORRIS, Liverpool, House Furnisher Liverpool Pet Nov 18 Ord Dec 23

TINDILL, THOMAS JAMES, Tollerton, Yorks, Innkeeper York Pet Dec 23 Ord Dec 23

WHEATHE, FREDERICK WILLIAM TURTON, Scarborough, Fruiterer Scarborough Pet Dec 12 Ord Dec 22

WRIGHT, ALBERT, Walton, Leicester Leicester Pet Dec 22 Ord Dec 22

Amended notice substituted for that published in the London Gazette Dec 16:

MALLETT, JOHN, and ANDREW SOUTAR, Lowestoft, Fish Merchants Gt Yarmouth Pet Dec 10 Ord Dec 10

FIRST MEETINGS.

ANGEL, ALBERT HEALE, Merton, Surrey, Schoolmaster Jan 4 at 11.30 132, York rd, Westminster Bridge rd

BERRY, SIDNEY, Bristol, Farrier Jan 6 at 3 Off Rec, 26 Baldwin st, Bristol

CASON, JOHN WILLIAM, Southend on Sea, Builder Jan 6 at 12 14, Bedford row

DONALDSON, JAMES, Liverpool Jan 10 at 11 Off Rec, 35, Victoria st, Liverpool

ETHERINGTON, THOMAS JOHN, Morecambe, Lancs, Fruit Salesman Jan 5 at 11.30 Off Rec, Byrom st, Manchester

FORWOOD, SIDNEY BRITTAIN, WILLIAM HAMILTON CRUMP, and PEDRO TELESFORO WEMEL, Liverpool, African Merchants Jan 13 at 11 Off Rec, 35, Victoria st Liverpool

GUEST, CHARLES EGERTON, Buxton, Company House Keeper Jan 4 at 11 Off Rec, 6, Vernon st, Stockport

HORROX, FRED, Leeds, General Carrier Jan 9 at 12 Off Rec, 24, Bond st, Leeds

HUTCHINSON, MARK, Starbeck, York, Plumber Jan 5 at 3.30 Off ec, the Red House, Duncombe pl, York

LAWRINSON, ALFRED, Warrington, Market Gardener Jan 4 at 2.30 Off Rec, Byrom st, Manchester

MANDERS, ANNIE MAUD, Scarborough, Fancy Goods Dealer Jan 6 at 4 Off Rec, 48, Westborough, Scarborough

MITCHELL, PERCY LITTLE, Mitcham, Surrey, Builder Jan 9 at 12 132, York rd, Westminster Bridge rd

MOORHOUSE, EDWIN, Leeds, Electrical Engineer's Traveller Jan 9 at 11.30 Off Rec, 24 Bond st, Leeds

MORRIS, MORRIS Cardiff, Draper Jan 5 at 12 117, St. Mary st, Cardiff

NICHOLLS, JOSEPH, Leeds, Watchmaker Jan 9 at 11 Off Rec, 24, Bond st, Leeds

NIX, JAMES JODDER, Sheffield, Grocer Jan 6 at 12 Off Rec, Figtree ln, Sheffield

PENNIALL, HERBERT, Manchester, Painter Jan 5 at 3 Off Rec, Byrom st Manchester

ROWTHORN, CHARLES FRANK, Taunton, Dentist's Assistant Jan 7 at 3.15 10, Hammet st, Taunton

SANDERSON, ARTHUR, Cughtibridge, York, Farmer Jan 6 at 12.30 Off Rec, Figtree ln, Sheffield

SKUDDER, JOB ARMSTRONG, Deptford, Coach Wheelwright Jan 6 at 11.30 132, York rd, Westminster Bridge

SPENCER, JOHN WHEELDON, Wakefield, Hosier Jan 6 at 11 Off Rec, 6, Bond ter, Wakefield

STEWART, W E P, Easton, Bristol, Tailor Jan 6 at 3.15 Off Rec, 26, Baldwin st, Bristol

THOMPSON, ALFRED CRESSY, West Acton, Middlesex Jan 5 at 3 14, Bedford row

WHEATHER, FREDERICK WILLIAM TURTON, Scarborough, Fruiterer Jan 6 at 4.30 Off Rec, 48, Westborough, Scarborough

WRIGHT, ALBERT, Walton on the Wolds, Leicester Jan 6 at 3 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

AMEY, JOSEPH, Bournemouth, Greengrocer Poole Pet Dec 21 Ord Dec 21

ANGEL, ALBERT HEALE, Merton, Surrey, Schoolmaster Croydon Pet Dec 19 Ord Dec 22

BLOWERS, FREDERICK WILLIAM, Gorleston, Fisherman Gt Yarmouth Pet Dec 23 Ord Dec 23

BROWN, WILLIAM, Blackwood, Mon, Colliery Fireman Tredegar Pet Dec 22 Ord Dec 22

CHAN-TOON, MABEL MARY AGNES, Pangbourne, Berks, Authoress Reading Pet Sept 16 Ord Dec 22

DALLMAN, WILLIAM, Sutton, Surrey, Builder Croydon Pet Aug 24 Ord Dec 21

EAST, HERBERT CHARLES, Battersea rise, Clapham junc, Auctioneer Wandsworth Pet Nov 22 Ord Dec 22

GAMLEN, THOMAS GILLIES, Whitminster, Glos, Commission Agent Gloucester Pet Dec 23 Ord Dec 23

GREENBAUM, LEWIS, Darlington, Travelling Draper Stockton on Tees Pet Dec 21 Ord Dec 21

HESTER, E, Gt Marlow, Coal Merchant Aylesbury Pet Dec 2 Ord Dec 22

HODDINOTT, DAN, Evercreech, Somerset, Dairyman Wells Pet Dec 22 Ord Dec 22

HORROX, FRED, Leeds, General Carrier Leeds Pet Dec 22 Ord Dec 22

HUTCHINSON, MARK, Starbeck, Yorks, Plumber York Pet Dec 23 Ord Dec 23

IDLE, SYKES, and WILLIS SAVILLE, Bradford, Plasterers Dewsbury Pet Dec 22 Ord Dec 22

JOHNSON, HENRY, Sheffield, Steel Founder Sheffield Pet Dec 7 Ord Dec 23

KER, FREDERICK WILLIAM, Hampton, Middlesex, Nurseryman Kingston, Surrey Pet Dec 15 Ord Dec 20

MILLER, JAMES, Otley, Suffolk, Farmer Ipswich Pet Dec 21 Ord Dec 21

MOORHOUSE, EDWIN, Leeds, Traveller Leeds Pet Dec 22 Ord Dec 22

MORRIS, MORRIS, Cardiff, Draper Cardiff Pet Nov 3 Ord Dec 23

NICHOLLS, JOSEPH, Leeds, Watchmaker Leeds Pet Dec 22 Ord Dec 22

OWEN, JAMES WILLIAM, Newcastle upon Tyne, Timber Merchant Newcastle upon Tyne Pet Nov 29 Ord Dec 23

SMITH, THOMAS, Burtonwood, nr Newton le Willows, Lancs, Farmer Warrington Pet Dec 6 Ord Dec 22

SPENCER, JOHN, WHEELDON, Wakefield, Hosier Wakefield Pet Dec 9 Ord Dec 23

STEWART, WILLIAM EDWARD PERRY, Bristol, Tailor Bristol Pet Dec 7 Ord Dec 23

THOMPSON, ALFRED CRESSY, Creffield rd, West Acton Brentford Pet Nov 25 Ord Dec 22

TINDILL, THOMAS JAMES, Tollerton, Yorks, Innkeeper Yorks Pet Dec 23 Ord Dec 23

WRIGHT, ALBERT, Walton on the Wolds, Leicester Leicester Pet Dec 22 Ord Dec 22

Amended notice substituted for that published in the London Gazette of Dec 16:

MALLETT, JOHN, and ANDREW SOUTAR, Lowestoft, Fish Merchants Gt Yarmouth Pet Dec 10 Ord Dec 10